



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF

13

DATE: 06/12/2018

SUBJECT: **APPROVAL OF A RESOLUTION TO AMEND THE INTERLOCAL
AGREEMENT WITH THE CITY OF NORTH RICHLAND HILLS
FOR RADIO SYSTEM MAINTENANCE**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve the attached Joint Resolution to amend the 800 MHz Radio Maintenance Agreement between Tarrant County and the City of North Richland Hills by extending the agreement through September 30, 2018.

BACKGROUND:

On June 28, 1994, the Commissioners Court, through Court Order #70866, entered into an Interlocal Agreement with the City of North Richland Hills (NRH) which allowed Tarrant County to participate in NRH's 800 MHz Radio Maintenance Agreement. During the original agreement period, the County paid a monthly maintenance fee of \$65.00 for each of its four (4) radio consoles located at the Tarrant County Sheriff's Department and \$8.50 for each of its original 545 radio units assigned countywide.

Tarrant County has 1,065 radios that will be covered under this agreement. The maintenance for 1,065 radios is \$6.18 each per month, which is an increase from the FY 2017 rate of \$6.00 each per month. Tarrant County has three (3) By-Directional Amplifiers (BDA's) covered under this agreement. The maintenance cost for the three (3) BDA's is \$63.98 each per month which has changed from the FY 2017 rate of \$62.12 each per month.

On January 10, 2017, the Commissioners Court, through Court Order #124277, approved an amendment to this Interlocal Agreement that extended the agreement through September 30, 2017. The attached Joint Resolution extends this agreement through September 30, 2018.

The Criminal District Attorney's office has reviewed the renewal of this agreement as to form.

FISCAL IMPACT:

<u>Equipment</u>	<u>Unit price</u>	<u>Monthly</u>	<u>Annual Costs</u>
1065 Radios	\$ 6.18	\$6,581.70	\$78,980.40
3 BDAs	\$63.98	\$ 191.94	\$ 2,303.28
Total			\$81,283.68
Discount for paying annually			(\$ 4,064.19)
		Total	\$77,219.49

SUBMITTED BY: Information Technology

PREPARED BY: Daniel Webb, Radio Communications Specialist
APPROVED BY: Chris Nchopa-Ayafor, Chief Information Officer

Radio Maintenance Contract - North Richland Hills FY18

Invoice # 2018-010R

2/13/2018

	# of Radios	Unit Charge	# Months	Coverage \$ before discount	Less Discount	Annual Amount	
Auto Theft	18	6.18	12	1,334.88	5.00000%	(66.74)	1,268.14 578018/M0022- 2018/2110510000/Grant 2004
Sheriff radios	746	6.18	12	55,323.36	5.00000%	(2766.17)	
Sheriff BDA's	3	63.98	12	2,303.28	5.00000%	(115.16)	54,745.31 578018/10000-2018/2110320000
CSCD	6	6.18	12	444.96	5.00000%	(22.25)	422.71 578018/C0010-2018/ 2510100000/GCJAD 2004
District Attorney	55	6.18	12	4,078.80	5.00000%	(203.94)	3,874.86 578018/10000-2018/4510400000
CNET	10	6.18	12	741.60	5.00000%	(37.08)	704.52 578018/S9300-2018/2110730000
Courtesy Patrol	19	6.18	12	1,409.04	5.00000%	(70.45)	1,338.59 578018/M0044- 2018/2110520000/Grant 2004
Emissions Task Force	4	6.18	12	296.64	5.00000%	(14.83)	281.80 578018/M0049- 2019/2110430000/Grant 2004
Public Health	35	6.18	12	2,595.60	5.00000%	(129.78)	2,465.82 578018/T0400-2018/5100701000
All Others	172	6.18	12	12,755.52	5.00000%	(637.78)	12,117.74 578018/10000-2018/1140100000
	1065 Radios 3 BDA's			81,283.68		(4,064.18)	77,219.49 Invoice Total



JOINT RESOLUTION

AUTHORIZING THE ANNUAL RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND THE CITY OF NORTH RICHLAND HILLS FOR THE 800 MHZ RADIO MAINTENANCE THROUGH SEPTEMBER 30, 2018

WHEREAS, the County of Tarrant (County) and the City of North Richland Hills (NRH) entered into an Interlocal Agreement on June 28, 1994 (Court Order# 70866), for the County to participate in the North Richland Hills Radio Consortium for 800 MHz Radio Maintenance (the "Agreement"); and

WHEREAS, through Tarrant County's participation in this Agreement, the maintenance fee per radio paid by Tarrant County is greatly reduced; and

WHEREAS, the annual maintenance fees paid by Tarrant County to North Richland Hills has increased to \$6.18 per radio per month from \$6.00 last year; and

WHEREAS, the annual maintenance for bi-directional amplifiers (BDA) has increased to \$63.98 per bi-directional amplifier per month from \$62.12 last year; and

WHEREAS, it is the desire of the County and NRH to extend this Agreement through September 30, 2018; and

WHEREAS, both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't. Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't. Code § 2252.908 is required.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Upon the execution of this Joint Resolution by both parties, this amendment shall be effective on and after October 1, 2017.
2. The City Manager of the City of North Richland Hills is authorized to execute any documents necessary to effect renewal of the Agreement.
3. The Agreement is hereby renewed through September 30, 2018, and otherwise remains in full force and effect.

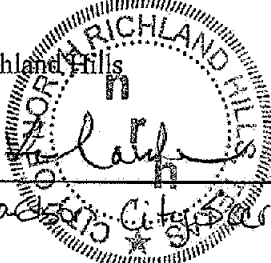
Signed this ____ day of _____ 2018, pursuant to Commissioners Court Order # _____.

B. Glen Whitley
County Judge
Tarrant County

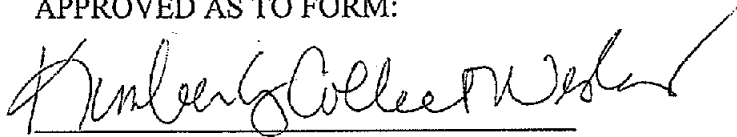
Oscar Trevino
Mayor
City of North Richland Hills

ATTEST:

Alicia Richardson
City Secretary



APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Kimberly Collette Weston", written over a horizontal line.

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



City Secretary Office
Official Record Copy



MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001003088
Contract Modifier:

Date: 09/07/2017

Company Name:	North Richland Hills, City Of
Attn:	
Billing Address:	Po Box 820609
City, State, Zip:	North Richland Hills, TX, 76182
Customer Contact:	Billy Owens
Phone:	(817) 427-6935

Required P.O.: Yes
Customer #: 1000720707
Bill to Tag #: 0010
Contract Start Date: 10/01/2017
Contract End Date: 09/30/2018
Anniversary Day: Sep 30th
Payment Cycle: ANNUAL
PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
2	SVC02SVC0030C	***** Recurring Services ***** SP - LOCAL REPAIR WITH ONSITE RESPONSE SITE(S)	\$24,440.39	\$293,284.68
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$24,440.39
			Subtotal - One-Time Event Services	\$.00
			Total	\$24,440.39
			Taxes	-
			Grand Total	\$24,440.39
			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.	
The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$307,948.91.			Subcontractor(s)	City
			DFW COMMUNICATIONS INC	State
			ARLINGTON	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Mark Hindman City Manager 10/24/2017
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

Mark Hindman
CUSTOMER (PRINT NAME)

[Signature] 10/23/2017
MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

ATTEST:

[Signature] City Secretary, Alicia Richardson
[Signature] City Attorney, Makshia B. McGinnis
APPROVED AS TO FORM AND LEGALITY:

Chris Atten

469-712-9832

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: North Richland Hills, City Of

Contract Number: S00001003088

Contract Modifier:

Contract Start Date: 10/01/2017

Contract End Date: 09/30/2018

NRH Council Action Y/N

Date Approved 10-23-2017

Agenda No. B.6

Ord / Res No.

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

North Richland Hills Consortium
Budget for Coverage Period: October 1, 2017 to September 30, 2018

Unit Cost Per Month	Total Per Month	Number of Months	Annual Cost
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Total	\$	33,318.23
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Total	\$	33,261.63
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Total	\$	20,174.61
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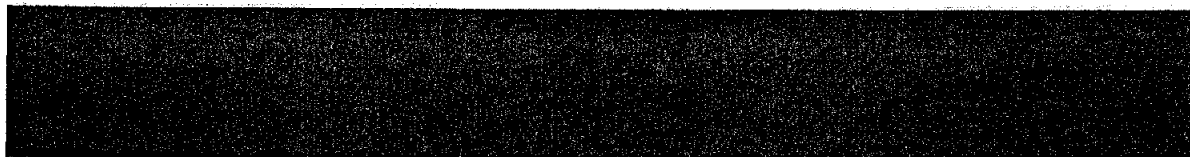
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Total	\$	17,395.46
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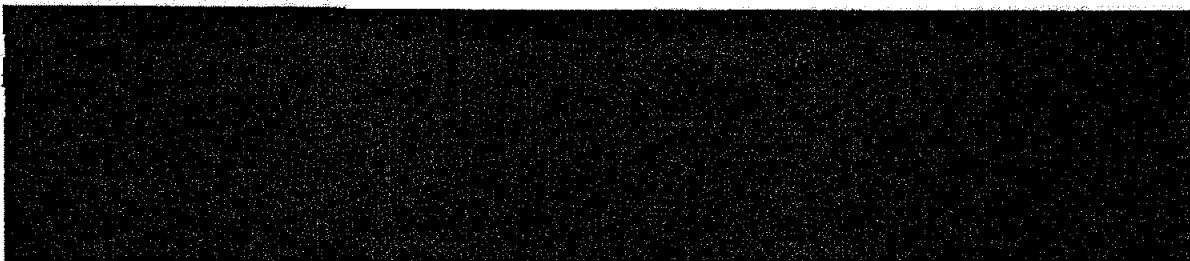
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Total	\$	25,221.20
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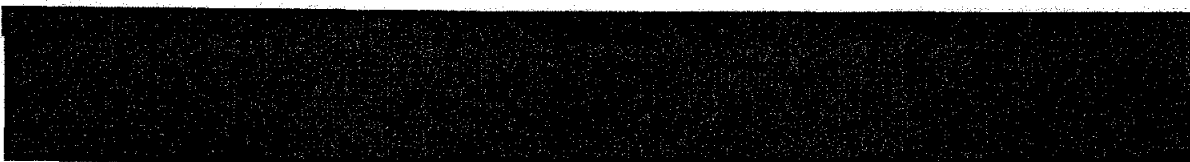
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Total \$ 9,533.12



Total \$ 50,585.52



Total \$ 6,377.76



Total \$ 29,641.26



Total \$ 81,283.81



Total \$ 1,928.16

	Total	Discount Amt	Disc. Total
Bedford	\$ 33,318.23	\$ 1,665.91	\$ 31,652.32
Eules	\$ 33,261.63	\$ 1,663.08	\$ 31,598.54
Keller	\$ 20,174.61	\$ 1,008.73	\$ 19,165.88
Haltom City	\$ 17,395.46	\$ 869.77	\$ 16,525.69
Southlake	\$ 25,221.20	\$ 1,261.06	\$ 23,960.14
Colleyville	\$ 9,533.12	\$ 476.66	\$ 9,056.47
Grapevine	\$ 50,585.52	\$ 2,529.28	\$ 48,056.25
Richland Hills	\$ 6,377.76	\$ 318.89	\$ 6,058.87
North Richland Hills	\$ 29,641.26	\$ 1,482.06	\$ 28,159.19
Tarrant County	\$ 81,283.81	\$ 4,064.19	\$ 77,219.62
Westlake	\$ 1,928.16	\$ 96.41	\$ 1,831.75
Total	\$ 308,720.76	\$ 15,436.04	\$ 293,284.73

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Farmers Branch, TX United States

Certificate Number:
2017-271420

Date Filed:
10/12/2017

Date Acknowledged:
10/24/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

North Richland Hills, city of

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

USC000004849
Motorola service contract for radios.

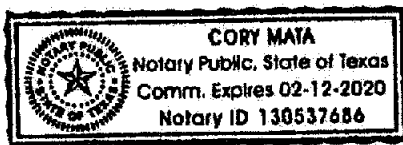
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Chris Allen, this the 12th day of October, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Cory Mata
Printed name of officer administering oath

Notary
Title of officer administering oath

Radio Maintenance Contract - North Richland Hills FY18

Invoice # 2018-010R

2/13/2018

		# of Radios	Unit Charge	# Months	Coverage \$ before discount	Less Discount	Annual Amount	
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JOINT RESOLUTION

AUTHORIZING THE ANNUAL RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY AND THE CITY OF NORTH RICHLAND HILLS FOR THE 800 MHZ RADIO
MAINTENANCE THROUGH SEPTEMBER 30, 2018

WHEREAS, the County of Tarrant (County) and the City of North Richland Hills (NRH) entered into an Interlocal Agreement on June 28, 1994 (Court Order# 70866), for the County to participate in the North Richland Hills Radio Consortium for 800 MHz Radio Maintenance (the "Agreement"); and

WHEREAS, through Tarrant County's participation in this Agreement, the maintenance fee per radio paid by Tarrant County is greatly reduced; and

WHEREAS, the annual maintenance fees paid by Tarrant County to North Richland Hills has increased to \$6.18 per radio per month from \$6.00 last year; and

WHEREAS, the annual maintenance for bi-directional amplifiers (BDA) has increased to \$63.98 per bi-directional amplifier per month from \$62.12 last year; and

WHEREAS, it is the desire of the County and NRH to extend this Agreement through September 30, 2018; and

WHEREAS, both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't. Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't. Code § 2252.908 is required.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Upon the execution of this Joint Resolution by both parties, this amendment shall be effective on and after October 1, 2017.
2. The City Manager of the City of North Richland Hills is authorized to execute any documents necessary to effect renewal of the Agreement.
3. The Agreement is hereby renewed through September 30, 2018, and otherwise remains in full force and effect.

Signed this 12th day of June 2018, pursuant to Commissioners Court Order # _____.

Presiding
for:

B. Glen Whitley
County Judge
Tarrant County

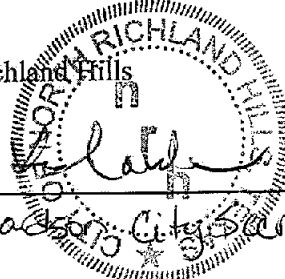
J. D. Johnson

Oscar Trevino
Mayor

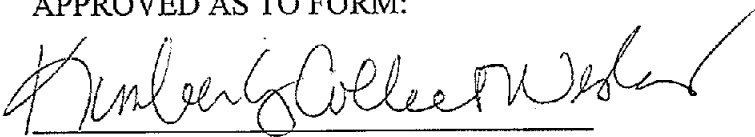
City of North Richland Hills

ATTEST:

Alicia Richardson
City Secretary




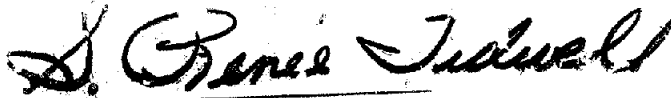
APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Certification of Funds Available
for the Amount of \$77,219.⁴⁹ 



S. RENEE TIDWELL, CPA
COUNTY AUDITOR



**City Secretary Office
Official Record Copy**



MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001003088
Contract Modifier:

Date: 09/07/2017

Company Name:	North Richland Hills, City Of
Attn:	
Billing Address:	Po Box 820609
City, State, Zip:	North Richland Hills, TX, 76182
Customer Contact:	Billy Owens
Phone:	(817) 427-6935

Required P.O.: Yes
Customer #: 1000720707
Bill to Tag #: 0010
Contract Start Date: 10/01/2017
Contract End Date: 09/30/2018
Anniversary Day: Sep 30th
Payment Cycle: ANNUAL
PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
2	SVC02SVC0030C	***** Recurring Services ***** SP - LOCAL REPAIR WITH ONSITE RESPONSE SITE(S)	\$24,440.39	\$293.284.68
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$24,440.39
			Subtotal - One-Time Event Services	\$.00
			Total	\$24,440.39
			Taxes	-
			Grand Total	\$24,440.39
<p>The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.</p> <p>Price with 5% Administration fee once delinquent = \$307,948.91.</p>			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.	
Subcontractor(s)			City	State
DFW COMMUNICATIONS INC			ARLINGTON	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Mark Hindman
AUTHORIZED CUSTOMER SIGNATURE

City Manager
TITLE

10/24/2017
DATE

Mark Hindman
CUSTOMER (PRINT NAME)

[Signature]
MOTOROLA REPRESENTATIVE (SIGNATURE)

CSM
TITLE

10/23/2017
DATE

ATTEST:
[Signature]
City Secretary, Alicia Richardson

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney, Makshia B. McGinnis

Chris Atten

469-712-9832

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: North Richland Hills, City Of

Contract Number: S00001003088

Contract Modifier:

Contract Start Date: 10/01/2017

Contract End Date: 09/30/2018

NRH Council Action Y/N

Date Approved 10-23-2017

Agenda No. B.6

Ord / Res No.

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

North Richland Hills Consortium
Budget for Coverage Period: October 1, 2017 to September 30, 2018

Total	\$ 33,318.23
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Total	\$ 33,261.63
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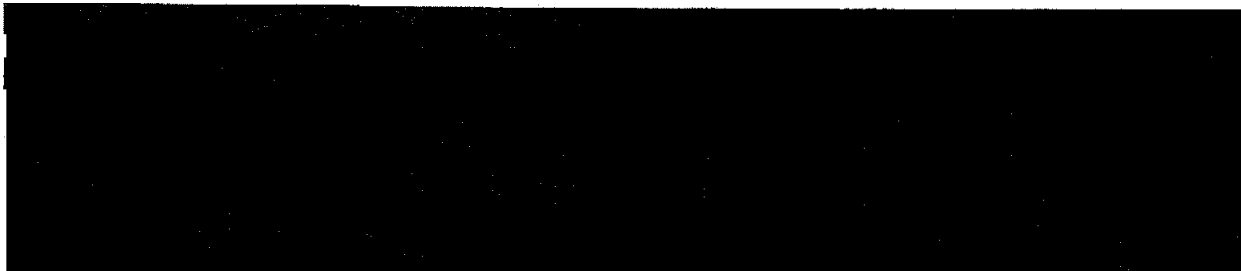
Total	\$ 20,174.61
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Total	\$	17,395.46
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Total	\$ 25,221.20
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Total \$ 9,533.12



Total \$ 50,585.52



Total \$ 6,377.76



Total \$ 29,641.26



Total \$ 81,283.81



Total \$ 1,928.16

	Total	Discount Amt	Disc. Total
Bedford	\$ 33,318.23	\$ 1,665.91	\$ 31,652.32
Eufless	\$ 33,261.63	\$ 1,663.08	\$ 31,598.54
Keller	\$ 20,174.61	\$ 1,008.73	\$ 19,165.88
Haltom City	\$ 17,395.46	\$ 869.77	\$ 16,525.69
Southlake	\$ 25,221.20	\$ 1,261.06	\$ 23,960.14
Colleyville	\$ 9,533.12	\$ 476.66	\$ 9,056.47
Grapevine	\$ 50,585.52	\$ 2,529.28	\$ 48,056.25
Richland Hills	\$ 6,377.76	\$ 318.89	\$ 6,058.87
North Richland Hills	\$ 29,641.26	\$ 1,482.06	\$ 28,159.19
Tarrant County	\$ 81,283.81	\$ 4,064.19	\$ 77,219.62
Westlake	\$ 1,928.16	\$ 96.41	\$ 1,831.75
Total	\$ 308,720.76	\$ 15,436.04	\$ 293,284.73

1 of 1

Version V1.0.3337